



City of Norfolk

Office of the City Manager

C: Dir., Director of Public Works

October 3, 2006

To the Honorable Council
City of Norfolk, Virginia

Re: VDOT Highway/Rail Grade Crossing
Program: Various Locations

Ladies and Gentlemen:

I. **Recommended Action:** Adopt Ordinance

II. **Overview**

This agenda item is a request to authorize the Virginia Department of Transportation (VDOT) to perform various safety upgrades at Indian River Road, Park Avenue, Lafayette Boulevard, Norview Avenue, Llewellyn Avenue, Little Creek Road, Olney Road, Granby Street, Thole Street, and Princess Anne Road rail crossings.

III. **Analysis**

A. **General**

The Virginia Department of Transportation (VDOT) has included the above rail grade crossing projects in the Six-Year Transportation Safety Improvement Program. The intent of this project is to perform various safety upgrades at the above rail crossings. The total construction cost is estimated at \$1,581,522.00.

B. **Fiscal**

Funding participation under the Safety Program is 90% federal and 10% local matching funds. The City's share of the Urban Allocation Funds may be used to provide 98% of the local match with the City providing the remaining 2% of the local match. Under this scenario the City's match will be \$3,163.04. According to the agreement set forth between the Virginia Department of Transportation and the City of Norfolk, it is agreed that the current annual rate of maintenance of grade crossing protective devices at the crossings is \$23,245.00 of which the City's share will be 50% or \$11,622.50 per annum. The financial impact from this project will include the 2% of the local match as well as 50% of the annual rate of maintenance.


C. Environmental
N/A

D. Community Outreach/Notification
Public notification for this item was conducted through the City of Norfolk's agenda notification process.

IV. Conclusion

The current project to perform safety upgrades at the above rail crossings will improve the safety and efficiency of the operation of the railroad crossings; therefore is recommended that the City Council adopt the ordinance supporting the project, which will allow construction to begin.

Respectfully submitted,


Regina V.K. Williams
City Manager

Coordination/Outreach

This project has been coordinated within the Department of Public Works and the City Attorney's Office.

09/11/06 - wer

Form and Correctness Approved:

By Nathan S. Sawa
Office of the City Attorney

NORFOLK, VIRGINIA

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$15,125

GF/0310-5307

Contents Approved:

By John M. Kuf
DEPT. Public Works

Director of Finance

Account

9/13/2006
Date**ORDINANCE No.**

AN ORDINANCE APPROVING AGREEMENTS WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, FOR THE PERFORMANCE OF VARIOUS SAFETY UPGRADES AT THE RAIL CROSSINGS LOCATED AT INDIAN RIVER ROAD, PARK AVENUE, LAFAYETTE BOULEVARD, NORVIEW AVENUE, LLEWELLYN AVENUE, LITTLE CREEK ROAD, OLNEY ROAD, GRANBY STREET, THOLE STREET, AND PRINCESS ANNE ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY OF NORFOLK; AND AUTHORIZING THE EXPENDITURE OF THE SUM OF \$15,125.00 FOR THESE PROJECTS FROM FUNDS HERETOFORE APPROPRIATED.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That those certain agreements between the Commonwealth of Virginia, acting by and through the Chief Engineer for the Virginia Department of Transportation ("VDOT"), and the City of Norfolk ("City"), for the performance of various safety upgrades at the rail crossings located at Indian River Road, Park Avenue, Lafayette Boulevard, Norview Avenue, Llewellyn Avenue, Little Creek Road, Olney Road, Granby Street, Thole Street, and Princess Anne Road, copies of which are attached to and made a part hereof as Exhibits A through J, are hereby approved.

Section 2:- That the City Manager is authorized to execute the agreements on behalf of the City and to do all things necessary and proper to carry out their respective terms and provisions.

Section 3:- That the sum of \$15,125.00 is hereby authorized to be expended for these rail crossing projects from funds heretofore appropriated.

Section 4:- That this ordinance shall be in effect from and after its adoption.

Route: INDIAN RIVER ROAD

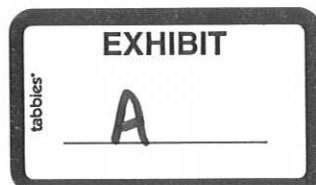
Project: U000-122-153, FS-723

Norfolk Southern Railway Company

Upgrade Flashing Lights and Gates

DOT No. 467-371C

City of Norfolk, VA



Route: Indian River Road
Project: U000-122-153, FS-723
Norfolk Southern Railway Company
Upgrade Flashing Lights and Gates
DOT No. 467-371C
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing lights and
gates at the crossing of Railway and Indian River Road, in the City of Norfolk, Virginia,
DOT No. 467-371C; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the upgrading of flashing lights and gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The upgrade of flashing lights and gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 160,600.⁰⁰ , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of

contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

After the said upgrading of flashing lights and gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing lights and gates thereat. Maintenance of the flashing lights and gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share will be \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for

*Subject to the annual appropriation of funds by City Council.

the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:

Tryon

By VW Mason

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: N-1.73
State Proj. No.: U000-122-153
S&E Proj. No.: 13.0014
Man Days: 80

Road: INDIAN RIVER RD.
DOT/AAR: 467371C
County: NORFOLK
AFE:
File Number: 061-13.0955

*****Purchases - Other*****

Meals and Lodging:	\$7,250.00	
Rental of Equipment:	\$15,840.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 20 Days)		
Construction Supervision Vehicle:	\$1,270.00	
Contingencies:	\$520.00	
Purchases - Other Total:		\$24,880.00

***** Material and Additives*****

Material Cost:	\$82,640.00	
Sales and Use Tax:	\$0.00	
Material Handling _Freight:	\$4,130.00	
Material Total:		\$86,770.00

*****Labor and Additives*****

Labor Cost:	\$18,640.00	
(4 man crew at \$932.00 a day for: 20 days)		
Payroll Tax & Overheads:	\$16,140.00	
Preliminary Engineering:	\$8,910.00	
Construction Supervision:	\$5,260.00	
Labor Total:		\$48,950.00
Subtotal:		\$160,600.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$160,600.00

Estimated on: 30-Jun-05

Estimated by: enjab

Estimate valid for 1 year from date of estimate

Route: 166 (PARK AVENUE)

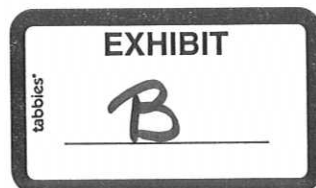
Project: 0166-122-103, FS-701

Norfolk Southern Railway Company

Upgrade Flashing Lights and Gates

DOT No. 467-368U

City of Norfolk, VA



Route: 166 (Park Avenue)
Project: 0166-122-103, FS-701
Norfolk Southern Railway Company
Upgrade Flashing Lights and Gates
DOT No. 467-368U
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing lights and
gates at the crossing of Railway and Route 166, Park Avenue, in the City of Norfolk ,
Virginia, DOT No. 467-368U; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the upgrading of flashing lights and gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The upgrade of flashing lights and gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ *205,400.⁰⁰* , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of

contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

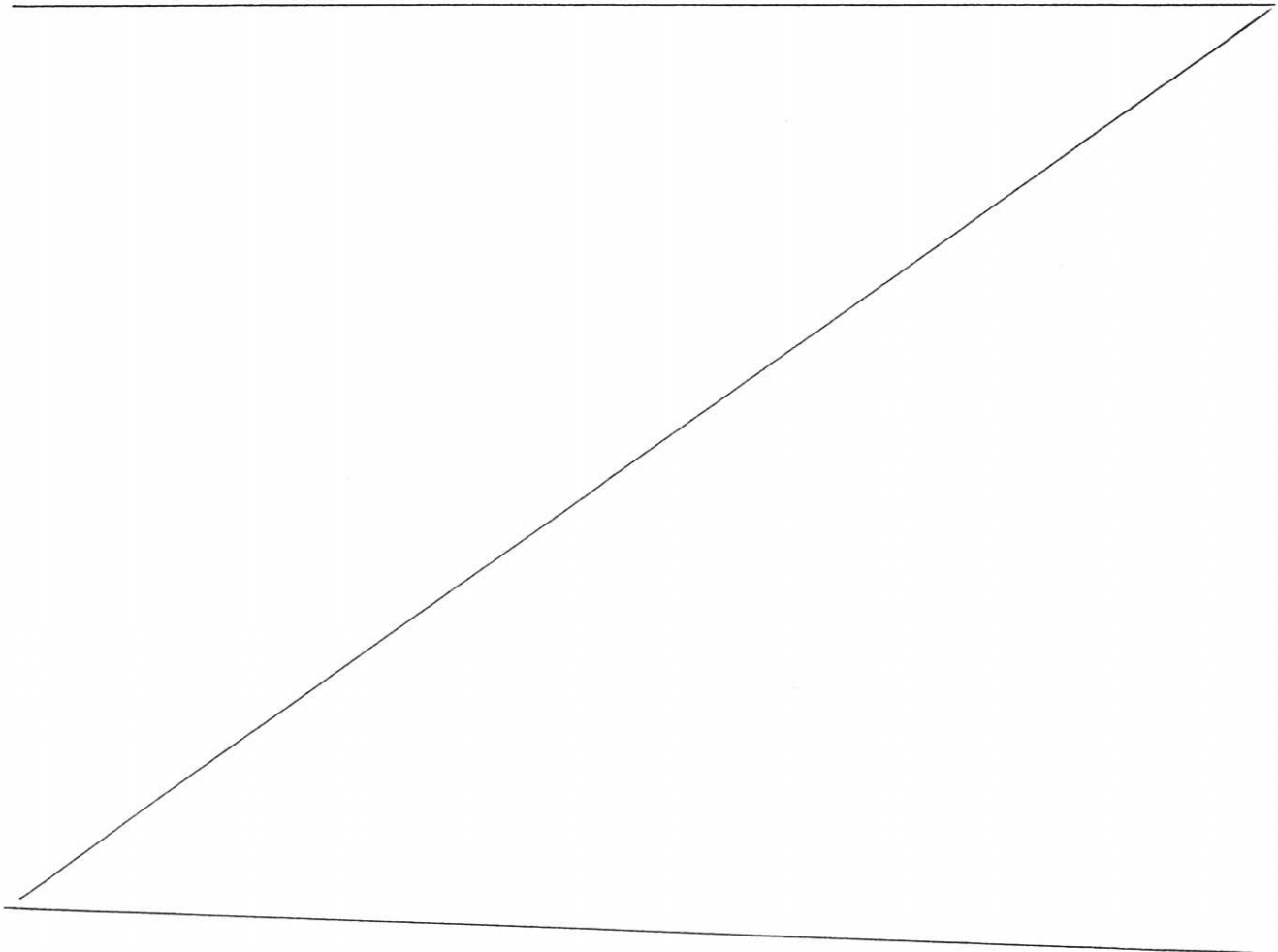
After the said upgrading of flashing lights and gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing lights and gates thereat. Maintenance of the flashing lights and gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share will be \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for

*Subject to the annual appropriation of funds by City Council.

the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

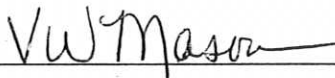
WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:



By  _____

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: LP-4.85
State Proj. No.: 0166-122-103
S&E Proj. No.: 13.0013
Man Days: 120

Road: PARK AVE.
DOT/AAR: 467368U
County: NORFOLK
AFE: F02757
File Number: 061-13.0954

*****Purchases - Other*****

Meals and Lodging:	\$10,870.00	
Rental of Equipment:	\$23,770.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 30 Days)		
Construction Supervision Vehicle:	\$1,900.00	
Contingencies:	\$600.00	
Purchases - Other Total:		\$37,140.00

***** Material and Additives*****

Material Cost:	\$92,910.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$4,650.00	
Material Total:		\$97,560.00

*****Labor and Additives*****

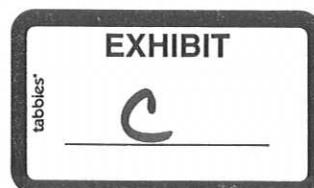
Labor Cost:	\$27,960.00	
(4 man crew at \$932.00 a day for: 30 days)		
Payroll Tax & Overheads:	\$24,210.00	
Preliminary Engineering:	\$10,640.00	
Construction Supervision:	\$7,890.00	
Labor Total:		\$70,700.00
Subtotal:		\$205,400.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$205,400.00

Estimated on: 11-Jul-05

Estimated by: ndr3j

Estimate valid for 1 year from date of estimate

Lafayette Boulevard
Project U000-122-150, FS-720
Norfolk Southern Railway Company
Upgrade Flashing Light Signals
With 12 inch Lens
DOT No. 467-669P
City of Norfolk



Lafayette Boulevard
Project U000-122-150,FS-720
Norfolk Southern Railway Company
Upgrade Flashing Light Signals
With 12 inch Lens
City of Norfolk

THIS AGREEMENT, dated this day of
 , 2003, among the COMMONWEALTH OF VIRGINIA,
acting by and through the Chief Engineer for Program Development
for the Virginia Department of Transportation, hereinafter called
"State", the CITY OF NORFOLK, a municipal corporation of the
Commonwealth of Virginia, hereinafter called "City", and the
NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation
hereinafter called "Railway".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing light signals with 12 inch lens at the crossing of Railway and Lafayette Boulevard, in the City of Norfolk, Virginia, DOT No. 467-669P; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including amendments and revisions thereof, has become effective providing part of the funds for the construction of the warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the requisite work, the costs and expenses to be borne by each and the mode and time of payment therefor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

- § 1. Railway will perform with its own forces or cause to be performed all of the work for the upgrading of flashing light signals with 12 inch lens in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.
- § 2. The flashing light signals, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.
- § 3. Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 3,322.00 , shall meet the approval of State and City, and upon such approval shall become a part of this Agreement, attached hereto.
- § 4. In accordance with the Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d)(2)(v), and revisions and supplements thereto, Railway requested this

project and shall contribute 10 percent toward the cost of this project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

- § 5. After the said flashing light signals, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so

long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing light signals thereat. Maintenance of the flashing light signals and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share is \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, to the State approved rate schedule by crossing signal class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

§ 6. This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.

*Subject to the annual appropriation of funds by City Council.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

By _____
CHIEF ENGINEER for
PROGRAM DEVELOPMENT

WITNESS:

taj
NORFOLK SOUTHERN RAILWAY COMPANY

By VW Mason
General Manager

WITNESS:

Nancy A Johnson

CITY OF NORFOLK

WITNESS:

APPROVED AS TO FORM:

6

Assistant City Attorney

Norview Avenue
Project U000-122-151, FS-721
Norfolk Southern Railway Company
Upgrade Flashing Light Signals
With 12 inch Lens
DOT No. 467-665M
City of Norfolk



Norview Avenue
Project U000-122-151,FS-721
Norfolk Southern Railway Company
Upgrade Flashing Light Signals
With 12 inch Lens
City of Norfolk

THIS AGREEMENT, dated this day of
 , 2003, among the COMMONWEALTH OF VIRGINIA,
acting by and through the Chief Engineer for Program Development
for the Virginia Department of Transportation, hereinafter called
"State", the CITY OF NORFOLK, a municipal corporation of the
Commonwealth of Virginia, hereinafter called "City", and the
NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation,
hereinafter called "Railway".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing light signals with 12 inch lens at the crossing of Railway and Norview Avenue, in the City of Norfolk, Virginia, DOT No. 467-665M; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including amendments and revisions thereof, has become effective providing part of the funds for the construction of the warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the requisite work, the costs and expenses to be borne by each and the mode and time of payment therefor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

- § 1. Railway will perform with its own forces or cause to be performed all of the work for the upgrading of flashing light signals with 12 inch lens in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.
- § 2. The flashing light signals, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.
- § 3. Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 5,000.00 , shall meet the approval of State and City, and upon such approval shall become a part of this Agreement, attached hereto.
- § 4. In accordance with the Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d)(2)(v), and revisions and supplements thereto, Railway requested this

project and shall contribute 10 percent toward the cost of this project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

- § 5. After the said flashing light signals, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so

long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing light signals thereat. Maintenance of the flashing light signals and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share is \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, to the State approved rate schedule by crossing signal class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

§ 6. This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.

*Subject to the annual appropriation of funds by City Council.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

By _____
CHIEF ENGINEER for
PROGRAM DEVELOPMENT

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY
taj

By VW Mann
General Manager

WITNESS:

Tracy A Johnson

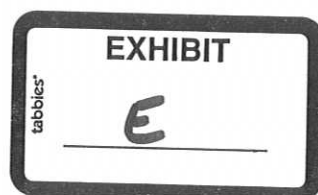
CITY OF NORFOLK

WITNESS:

APPROVED AS TO FORM:

Assistant City Attorney

Route: LLEWELLYN AVENUE
Project: U000-122-154, FS-724
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-339J
City of Norfolk, VA



Route: Llewellyn Avenue
Project: U000-122-154, FS-724
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-339J
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to install cantilever flashing light
signals and short arm gates at the crossing of Railway and Llewellyn Avenue, in the City
of Norfolk , Virginia, DOT No. 467-339J; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the installation of cantilever flashing light signals and short arm gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 196,000.00 , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government and Railway, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of contract,

acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

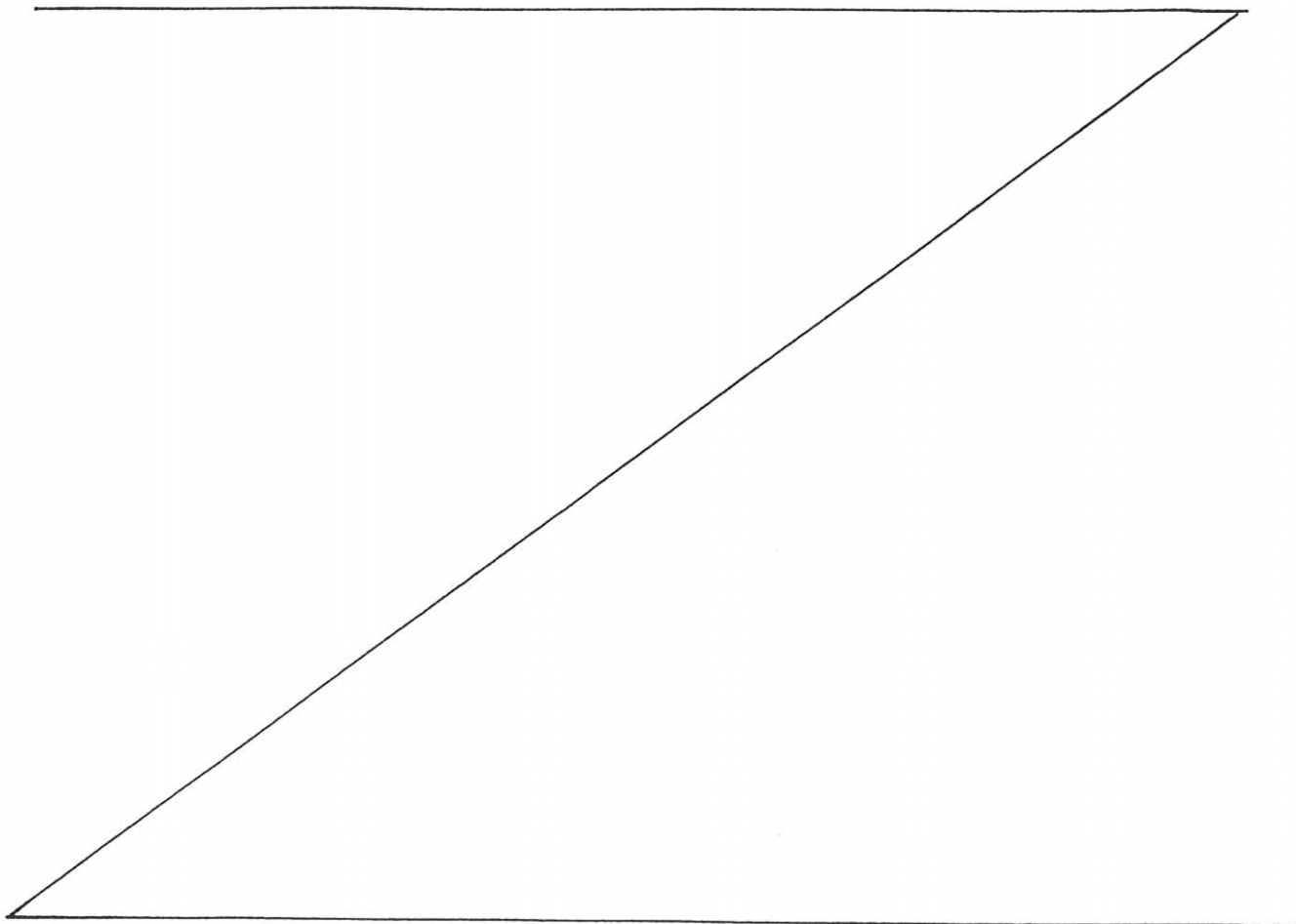
After the said cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the cantilever flashing light signals and short arm gates thereat. Maintenance of the flashing light signals and short arm gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share will be \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class,

*Subject to the annual appropriation of funds by City Council.

unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.


COMMONWEALTH OF VIRGINIA
Department of Transportation

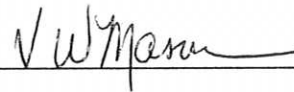
WITNESS:

By _____
Chief Engineer

~~THE~~ NORFOLK SOUTHERN RAILWAY COMPANY

WITNESS:



By  _____

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: LP-2.52
State Proj. No.: U000-122-154
S&E Proj. No.: 13.0978
Man Days: 120

Road: LLEWELLYN AVE.
DOT/AAR: 467339J
County: NORFOLK
AFE: F02730
File Number: 061-13.0947

*****Purchases - Other*****

Meals and Lodging:	\$10,870.00	
Rental of Equipment:	\$23,770.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 30 Days)		
Construction Supervision Vehicle:	\$1,900.00	
Contingencies:	\$540.00	
Purchases - Other Total:		\$37,080.00

***** Material and Additives*****

Material Cost:	\$84,710.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$4,240.00	
Material Total:		\$88,950.00

*****Labor and Additives*****

Labor Cost:	\$27,960.00	
(4 man crew at \$932.00 a day for: 30 days)		
Payroll Tax & Overheads:	\$24,210.00	
Preliminary Engineering:	\$9,910.00	
Construction Supervision:	\$7,890.00	
Labor Total:		\$69,970.00
Subtotal:		\$196,000.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$196,000.00

Estimated on: 26-May-05

Estimated by: nhjfh

Estimate valid for 1 year from date of estimate

LITTLE CREEK ROAD

Route: 165

Project: 0165-122-106, FS-701

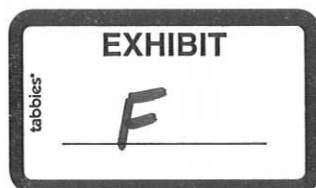
Norfolk Southern Railway Company

Install Cantilever Flashing Light

Signals and Short Arm Gates

DOT No. 467-661K

City of Norfolk, VA



Route: 165
Project: 0165-122-106, FS-701
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-661K
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to install cantilever flashing light
signals and short arm gates at the crossing of Railway and Route 165, Little Creek
Road, in the City of Norfolk , Virginia, DOT No. 467-661K; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the installation of cantilever flashing light signals and short arm gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 197,800.00 , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State expended under Federal regulations; all plans, specifications, estimates of costs, awards of contract,

acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

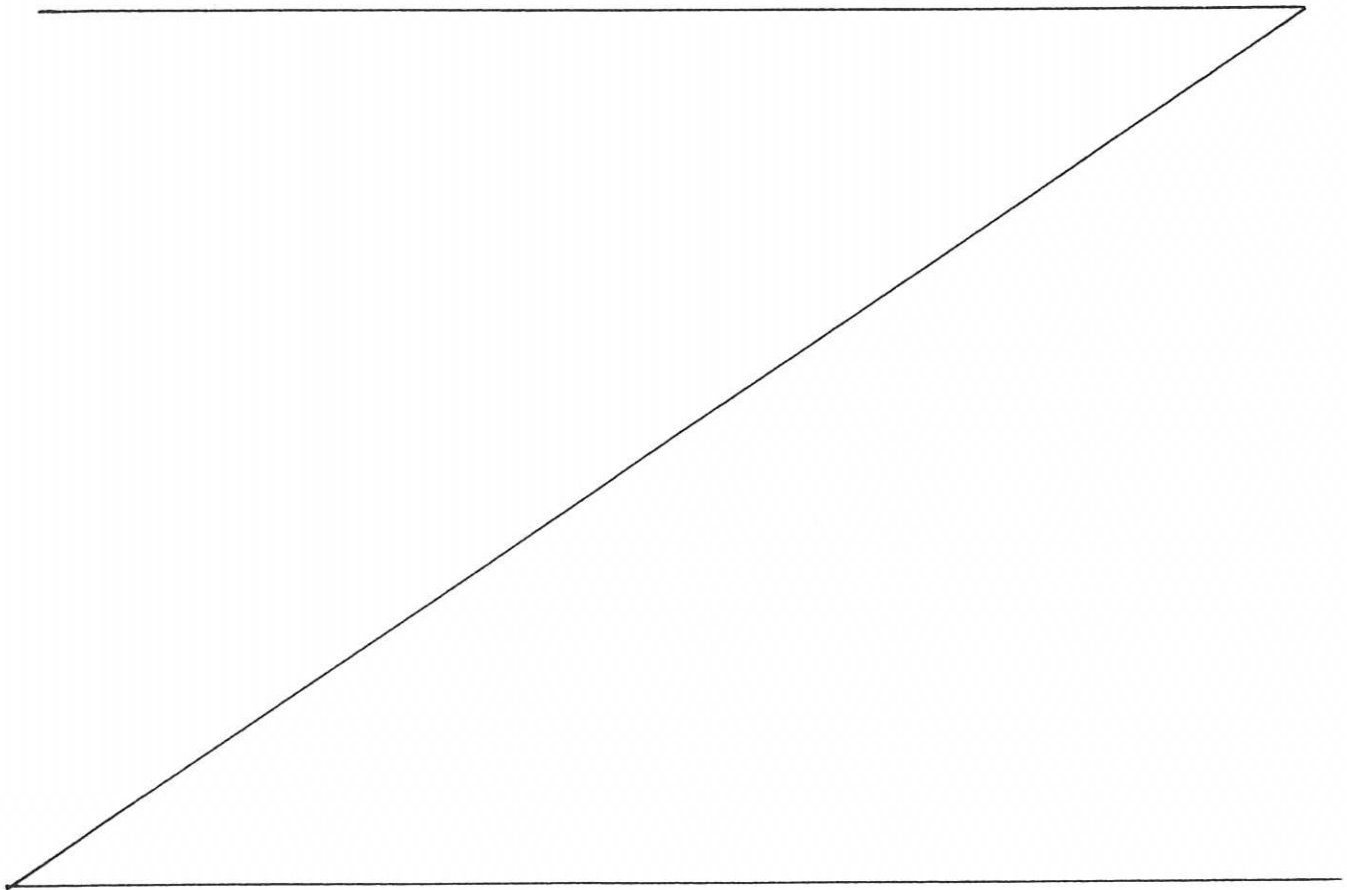
After the said cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the cantilever flashing light signals and short arm gates thereat. Maintenance of the flashing light signals and short arm gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$1,975.00 per annum, of which the City's share will be \$987.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class,

*Subject to the annual appropriation of funds by City Council.

unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:

T. J. Allen

By V. W. Mason

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA	Road: LITTLE CREEK ROAD
MilePost: A-5.31	DOT/AAR: 467661K
State Proj. No.: 0165-122-106	County: NORFOLK
S&E Proj. No.: 13.0965	AFE: F02740
Man Days: 112	File Number: 061-13.594

Purchases - Other

Meals and Lodging:	\$10,150.00	
Rental of Equipment:	\$22,180.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 28 Days)		
Construction Supervision Vehicle:	\$1,770.00	
Contingencies:	\$570.00	
Purchases - Other Total:		\$34,670.00

*** Material and Additives***

Material Cost:	\$92,060.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$4,600.00	
Material Total:		\$96,660.00

Labor and Additives

Labor Cost:	\$26,100.00	
(4 man crew at \$932.00 a day for: 28 days)		
Payroll Tax & Overheads:	\$22,600.00	
Preliminary Engineering:	\$10,400.00	
Construction Supervision:	\$7,370.00	
Labor Total:		\$66,470.00
Subtotal:		\$197,800.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$197,800.00

Estimated on: 26-May-05

Estimated by: nhjfh

Estimate valid for 1 year from date of estimate

Route: OLNEY ROAD
Project: U000-122-155, FS-725
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-365Y
City of Norfolk, VA



Route: Olney Road
Project: U000-122-155, FS-725
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-365Y
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to install cantilever flashing light
signals and short arm gates at the crossing of Railway and Olney Road, in the City of
Norfolk , Virginia, DOT No. 467-365Y; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the installation of cantilever flashing light signals and short arm gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ *188,100.⁰⁰* , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State expended under Federal regulations; all plans, specifications, estimates of costs, awards of contract,

acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

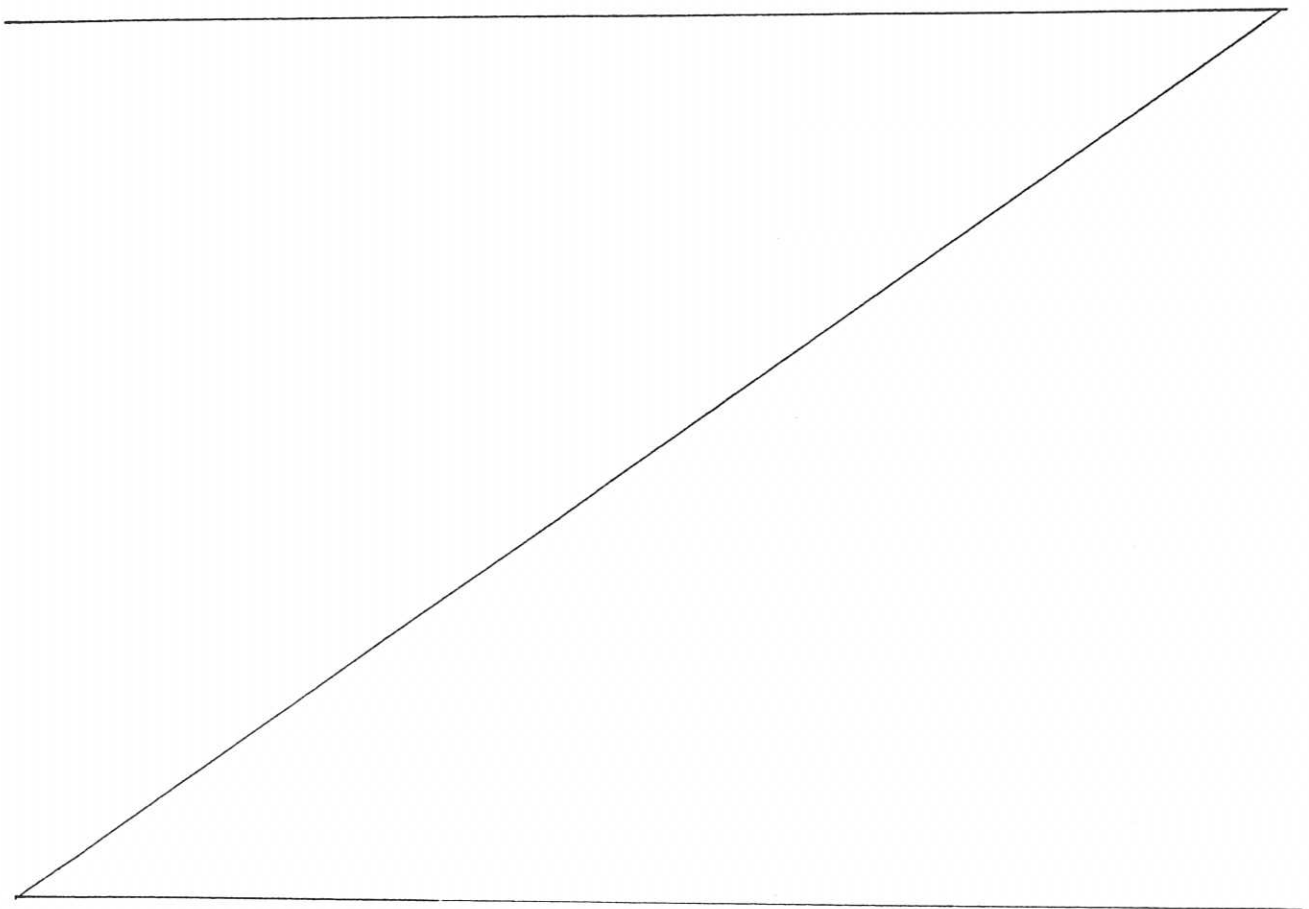
After the said cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the cantilever flashing light signals and short arm gates thereat. Maintenance of the flashing light signals and short arm gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share will be \$1,252.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class,

*Subject to the annual appropriation of funds by City Council.

unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

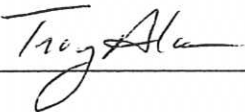
COMMONWEALTH OF VIRGINIA
Department of Transportation

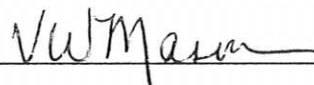
WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:



By  _____

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: LP-4.38
State Proj. No.: U000-122-155
S&E Proj. No.: 13.0984
Man Days: 92

Road: OLNEY RD.
DOT/AAR: 467365Y
County: NORFOLK
AFE: F02764
File Number: 061-13.0952

Purchases - Other

Meals and Lodging:	\$8,330.00	
Rental of Equipment:	\$18,220.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 23 Days)		
Construction Supervision Vehicle:	\$1,460.00	
Contingencies:	\$520.00	
Purchases - Other Total:		\$28,530.00

*** Material and Additives***

Material Cost:	\$98,100.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$4,900.00	
Material Total:		\$103,000.00

Labor and Additives

Labor Cost:	\$21,440.00	
(4 man crew at \$932.00 a day for: 23 days)		
Payroll Tax & Overheads:	\$18,560.00	
Preliminary Engineering:	\$10,520.00	
Construction Supervision:	\$6,050.00	
Labor Total:		\$56,570.00
Subtotal:		\$188,100.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$188,100.00

Estimated on: 28-Jun-05

Estimated by: ndr3j

Estimate valid for 1 year from date of estimate

Route: GRANBY STREET

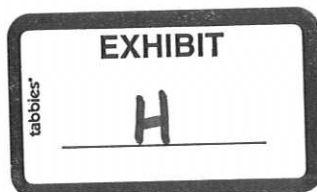
Project: 0460-122-105, FS-702

Norfolk Southern Railway Company

Upgrade Flashing Lights and Gates

DOT No. 467-660D

City of Norfolk, VA



Route: Granby Street
Project: 0460-122-105, FS-702
Norfolk Southern Railway Company
Upgrade Flashing Lights and Gates
DOT No. 467-660D
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing lights and
gates at the crossing of Railway and Granby Street, in the City of Norfolk , Virginia,
DOT No. 467-660D; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the upgrading of flashing lights and gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The upgrade of flashing lights and gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$ 246,200.00 , shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of

contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

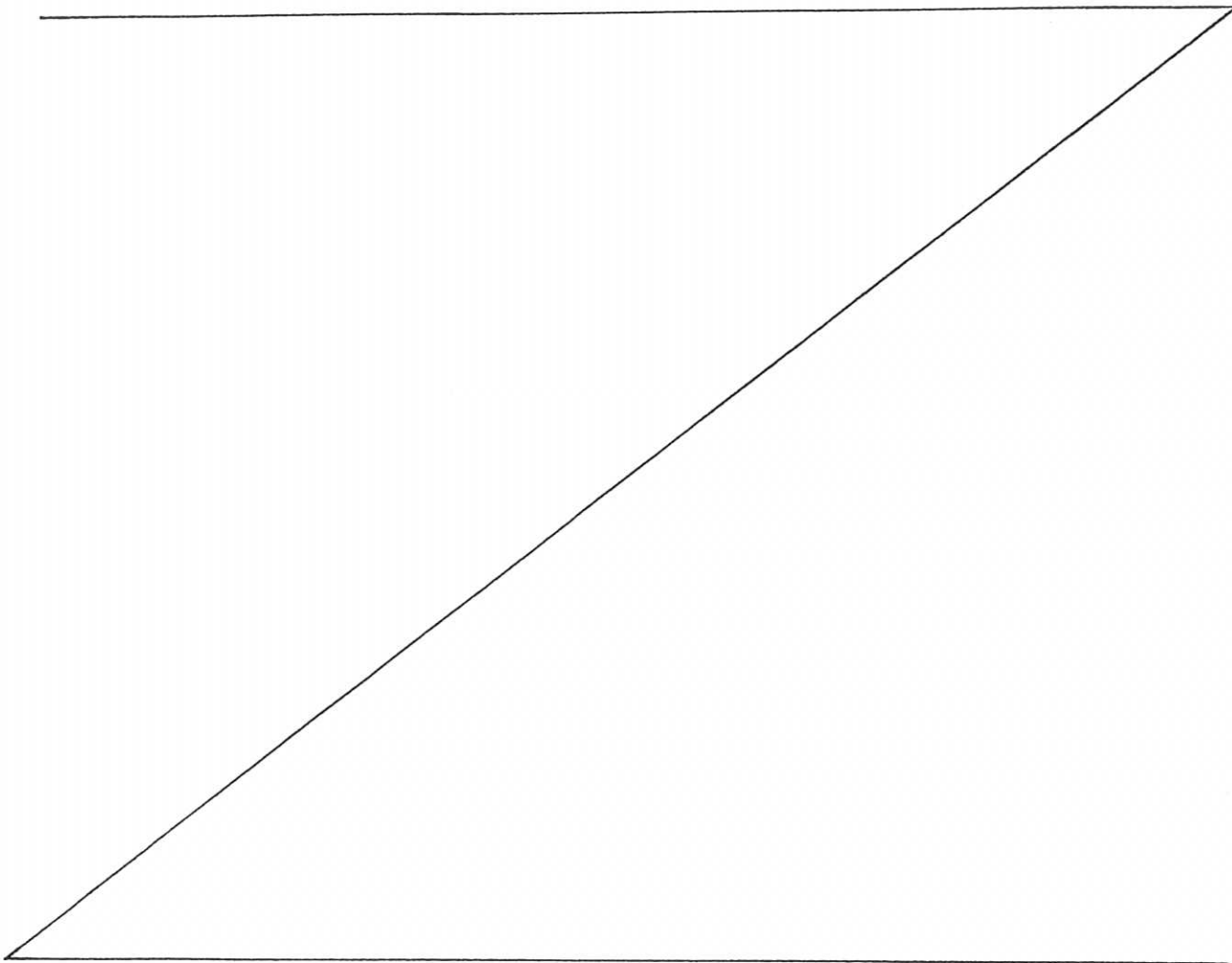
After the said upgrading of flashing lights and gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing lights and gates thereat. Maintenance of the flashing lights and gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$1,975.00 per annum, of which the City's share will be \$987.50 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for

*Subject to the annual appropriation of funds by City Council.

the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY Company

WITNESS:

Troy Allen

By VW Mason
GENERAL MANAGER

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: A-5.48
State Proj. No.: 0460-122-105
S&E Proj. No.: 13.0977
Man Days: 128

Road: GRANBY ST,
DOT/AAR: 467660D
County: NORFOLK
AFE: F02729
File Number: 061-13.0725

*****Purchases - Other*****

Meals and Lodging:	\$11,600.00	
Rental of Equipment:	\$25,350.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 32 Days)		
Construction Supervision Vehicle:	\$2,030.00	
Contingencies:	\$510.00	
Purchases - Other Total:		\$39,490.00

***** Material and Additives*****

Material Cost:	\$123,050.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$6,150.00	
Material Total:		\$129,200.00

*****Labor and Additives*****

Labor Cost:	\$29,820.00	
(4 man crew at \$932.00 a day for: 32 days)		
Payroll Tax & Overheads:	\$25,820.00	
Preliminary Engineering:	\$13,450.00	
Construction Supervision:	\$8,420.00	
Labor Total:		\$77,510.00
Subtotal:		\$246,200.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$246,200.00

Estimated on: 26-May-05

Estimated by: nhjfh

Estimate valid for 1 year from date of estimate

Route: THOLE STREET

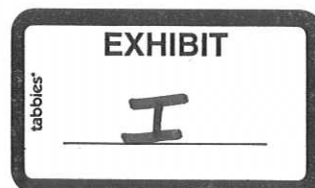
Project: U000-122-152, FS-722

Norfolk Southern Railway Company

Upgrade Flashing Light Signals

DOT No. 467-662S

City of Norfolk, VA



Route: Thole Street
Project: U000-122-152, FS-722
Norfolk Southern Railway Company
Upgrade Flashing Light Signals
DOT No. 467-662S
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to upgrade flashing light signals
at the crossing of Railway and Thole Street, in the City of Norfolk, Virginia, DOT No.
467-662S; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the upgrading of flashing light signals in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The upgrade of flashing light signals, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$170,600.00, shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State, and expended under Federal regulations; all plans, specifications, estimates of costs, awards of

contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

After the said upgrading of flashing light signals together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the flashing light signals thereat. Maintenance of the flashing light signals and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$1,760.00 per annum, of which the City's share will be \$880.00 per annum*. The rate shall be adjusted at the end of any calendar year, if deemed proper, to the State approved rate schedule by crossing class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for

*Subject to the annual appropriation of funds by City Council.

the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:

_____
Troy Allen

By V.W. Moser

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: A-4.36
State Proj. No.: U000-122-152
S&E Proj. No.: 13.0964
Man Days: 104

Road: THOLE STREET
DOT/AAR: 467662S
County: NORFOLK
AFE: F02810
File Number: 061-13.941

*****Purchases - Other*****

Meals and Lodging:	\$9,420.00	
Rental of Equipment:	\$20,600.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 26 Days)		
Construction Supervision Vehicle:	\$1,650.00	
Contingencies:	\$510.00	
Purchases - Other Total:		\$32,180.00

***** Material and Additives*****

Material Cost:	\$74,020.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$3,700.00	
Material Total:		\$77,720.00

*****Labor and Additives*****

Labor Cost:	\$24,230.00	
(4 man crew at \$932.00 a day for: 26 days)		
Payroll Tax & Overheads:	\$20,980.00	
Preliminary Engineering:	\$8,650.00	
Construction Supervision:	\$6,840.00	
Labor Total:		\$60,700.00
Subtotal:		\$170,600.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$170,600.00

Estimated on: 27-Jun-05

Estimated by: nhjfh

Estimate valid for 1 year from date of estimate

PRINCESS ANNE ROAD

Route: 166

Project: 0166-122-104, FS-702

Norfolk Southern Railway Company

Install Cantilever Flashing Light

Signals and Short Arm Gates

DOT No. 467-360P

City of Norfolk, VA



Route: 166
Project: 0166-122-104, FS-702
Norfolk Southern Railway Company
Install Cantilever Flashing Light
Signals and Short Arm Gates
DOT No. 467-360P
City of Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the Chief
Engineer for the Virginia Department of Transportation, hereinafter called "State", the
NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter called "Railway", and the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia,
hereinafter called "City".

WITNESSETH THAT:

WHEREAS, it is proposed by the parties hereto to install cantilever flashing light
signals and short arm gates at the crossing of Railway and Route 166, Princess Anne
Road, in the City of Norfolk , Virginia, DOT No. 467-360P; and

WHEREAS, Title 23, United States Code "Highway Safety Act of 1991", including
amendments and revisions thereof, has become effective providing part of the funds for
the construction of warning devices such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railway shall perform or cause to be performed all of the work for the installation of cantilever flashing light signals and short arm gates in accordance with plans for same prepared by Railway and made a part of this Agreement by reference, no changes in said plans to be made without approval of State, together with such other plans and specifications as may be agreed upon by the parties hereto as necessary to carry out the work fully in accordance with the intent of this Agreement and in accordance with good engineering practices.

SECTION II

The cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits to be installed, shall be of a type approved by the Federal Highway Administration and shall be automatic and operative without attendants.

SECTION III

Railway shall furnish an estimate for the aforementioned work, said estimate in the amount of \$208,500.⁰⁰, shall meet the approval of State, and upon such approval shall become a part of this Agreement, attached hereto.

SECTION IV

In accordance with the Federal - Aid Policy Guide, Subchapter G, Part 646, Subpart B, Section 216, (d) (2) (v), and revisions and supplements thereto, Railway requested this Project and shall contribute ten percent (10%) toward the cost of this Project. It is understood that the construction of the Project herein contemplated is to be financed from funds provided by the Federal Government, Railway, and State expended under

Federal regulations; all plans, specifications, estimates of costs, awards of contract, acceptance of work and procedures in general are subject at all times to Federal laws, rules and regulations, orders and approvals applicable to Federal projects of the character herein contemplated. Railway shall render its bills for actual costs and expenses incurred by it on account of the Project in accordance with Federal – Aid Policy Guide, Subchapter B, Part 140, Subpart I of the Federal Highway Administration and revisions and supplements thereto. State agrees to promptly pay Railway's bills upon receipt thereof. Any items paid Railway by State and not approved by the Federal Highway Administration in accordance with Federal regulations in their final audit will be promptly refunded State by Railway upon submission of the items so disapproved.

SECTION V

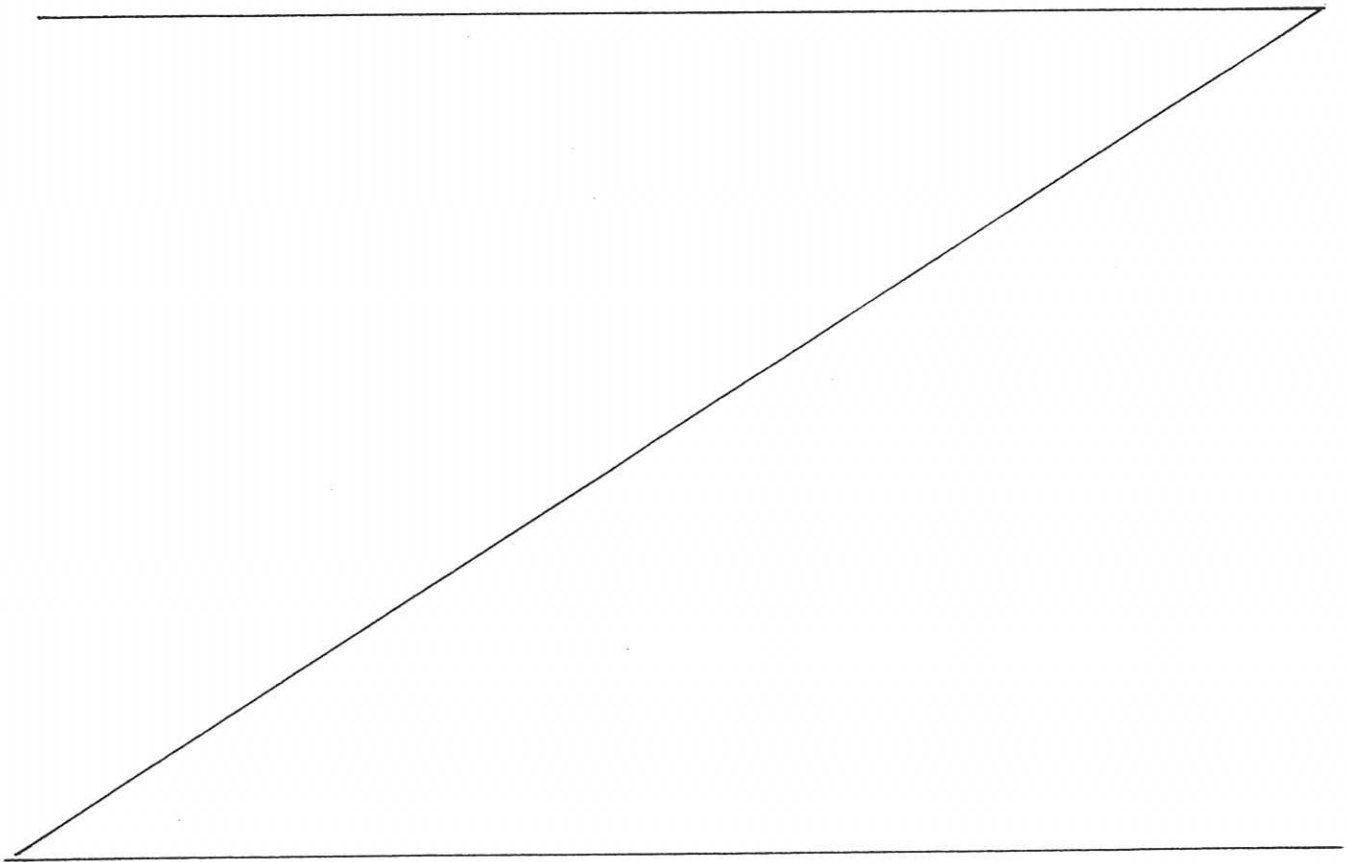
After the said cantilever flashing light signals and short arm gates, together with all necessary attachments and track circuits, have been installed and found to be in satisfactory working order by the parties hereto, same shall be put into service by Railway and shall thereafter be operated at said crossing so long as Railway shall operate its railway at said crossing or until said crossing is abandoned or legal requirements or authority make it unnecessary to continue operation and maintenance of the cantilever flashing light signals and short arm gates thereat. Maintenance of the cantilever flashing light signals and short arm gates, and appurtenances shall be performed by Railway at the joint expense of Railway and City. It is agreed by Railway and City that the current annual rate of maintenance of grade crossing protective devices at the crossing as herein contemplated is \$2,505.00 per annum, of which the City's share will be \$1,252.50 per annum*. The rate shall be adjusted at the end of any

*Subject to the annual appropriation of funds by City Council.

calendar year, if deemed proper, to the State approved rate schedule by crossing class, unless a different amount is agreed upon by Railway and City. Railway shall bill City for the first annual period of maintenance on a pro rata basis, beginning on the date on which the installation is reported completed; thereafter, Railway shall bill City annually as of December 31 of each year for its 50% portion of the maintenance cost of the protective devices covered herein and City agrees to pay Railway such portion of cost within sixty (60) days after receipt of the bill therefore.

SECTION VI

This Agreement when properly executed shall be binding upon the parties hereto and their respective successors and assigns.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

WITNESS:

By _____
Chief Engineer

NORFOLK SOUTHERN
RAILWAY COMPANY

WITNESS:

Troy Allen

By VW Mason

CITY OF NORFOLK
VIRGINIA

WITNESS:

By _____

APPROVED AS TO FORM:

Assistant City Attorney

Detailed Estimate for Grade Crossing Warning Devices

City/State: NORFOLK, VA
MilePost: LP-4.01
State Proj. No.: 0166-122-104
S&E Proj. No.: 13.0986
Man Days: 104

Road: PRINCESS ANNE RD.
DOT/AAR: 467360P
County: NORFOLK
AFE: F02763
File Number: 061-13.0953

*****Purchases - Other*****

Meals and Lodging:	\$9,420.00	
Rental of Equipment:	\$20,600.00	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 26 Days)		
Construction Supervision Vehicle:	\$1,650.00	
Contingencies:	\$520.00	
Purchases - Other Total:		\$32,190.00

***** Material and Additives*****

Material Cost:	\$107,310.00	
Sales and Use Tax:	\$0.00	
Material Handling Freight:	\$5,370.00	
Material Total:		\$112,680.00

*****Labor and Additives*****

Labor Cost:	\$24,230.00	
(4 man crew at \$932.00 a day for: 26 days)		
Payroll Tax & Overheads:	\$20,980.00	
Preliminary Engineering:	\$11,580.00	
Construction Supervision:	\$6,840.00	
Labor Total:		\$63,630.00
Subtotal:		\$208,500.00
Credit:		\$0.00
(Salvage/Scrap)		
Project Total:		\$208,500.00

Estimated on: 16-Jun-05

Estimated by: ndr3j

Estimate valid for 1 year from date of estimate